

RECORDATION NO. 22030-C FILED

ALVORD AND ALVORD
ATTORNEYS AT LAW
1600 K STREET, NW
SUITE 200
WASHINGTON, D.C.
20006-2973

(202) 393-2266
FAX (202) 393-2156

APR 18 '01 1:31 PM
SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

April 18, 2001

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Termination of Locomotive Lease, dated as of July 14, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Locomotive Lease which was previously filed with the Board under Recordation Number 22030.

The names and addresses of the parties to the enclosed document are:

Lessor:	ATEL Capital Equipment Fund VII 235 Pine Street 6 th Floor San Francisco, CA 94104
Lessee:	The Burlington Northern and Santa Fe Railway Company 2500 Lou Menk Drive Fort Worth, Texas 76131

A description of the railroad equipment covered by the enclosed documents is:

3 locomotives LMX 8555, LMX 8558 and LMX 8574
(now BCOL 3904 - BCOL 3906)

Mr. Vernon Williams
April 18, 2001
Page Two

A short summary of the document to appear in the index follows:

Partial Termination of Locomotive Lease

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anm
Enclosures

APR 18 '01 3:10 PM

PARTIAL TERMINATION OF LOCOMOTIVE LEASE
SURFACE TRANSPORTATION BOARD

THIS PARTIAL TERMINATION OF LOCOMOTIVE LEASE ("Termination") is dated as of July 14, 2000, by **ATEL CAPITAL EQUIPMENT FUND VII, L.P.** (as successor in interest to ATEL Leasing Corporation) ("Lessor") and **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY** ("Lessee").

WHEREAS, Lessor and Lessee are parties to that certain Locomotive Lease made as of June 30, 1998 (the "Lease"), pursuant to which Lessor as owner of the "ATEL Units" (as defined in the Lease) leased the locomotives described in Schedule A attached hereto to Lessee (the "Units");

WHEREAS, on February 18, 1999, at 10:45 a.m. a Memorandum of Locomotive Lease dated June 30, 1998, was recorded with the Surface Transportation Department under recordation number 22030;

WHEREAS, the parties wish to formally terminate the Lease solely with respect to the Units.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Partial Termination. The parties hereby agree that the Lease was terminated with respect to the Units effective July 14, 2000. The parties further agree that the Units were returned in compliance with the terms and conditions of the Lease and that all obligations of the parties with respect to the Units under the Lease have been satisfied; provided, however, that all agreements, indemnities, representations and warranties contained in the Lease or any agreement, document or certificate delivered in connection with the Lease, which either expressly, or by their nature, survive the termination of the Lease, shall survive the termination of the Lease.

2. Full Force and Effect. The parties acknowledge and agree that other than as expressly set forth herein, the obligations of the parties under the Lease remain in full force and effect.


3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT LAWS THEREOF.

IN WITNESS WHEREOF, Lessor and Lessee, pursuant to due corporate authority, have caused this Partial Termination of Locomotive Lease to be signed in their corporate name as of the date first above written.

Lessee
**THE BURLINGTON NORTHERN AND
SANTA FE CAPITAL RAILWAY COMPANY**

By: 
Title: Dir. Gen. Planning & Legal

Lessor
**ATEL CAPITAL EQUIPMENT FUND VII,
L.P.**, as successor in interest to ATEL
Leasing Corporation
By: ATEL Financial Corporation, its General Partner

By: 
Title: Dean Cash
Executive Vice President

SCHEDULE A

Description of the Units:

Three (3), General Electric, 3900 horsepower, road switcher, B39-8 locomotives (upgraded pursuant to the Specification as provided in Schedule B hereto).

Old Reporting Mark and Numbers

LMX 8555
LMX 8558
LMX 8574

New Reporting Mark and Numbers

BCOL 3904
BCOL 3905
BCOL 3906

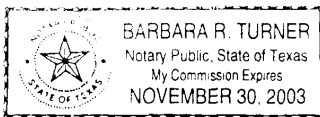
STATE OF TEXAS)
) S.S.
COUNTY OF TARRANT)

On March 20, ²⁰⁰¹~~2000~~, before me, Harry Baldaccini, personally appeared
_____ of THE BURLINGTON
NORTHERN AND SANTA FE RAILWAY COMPANY,

— personally known to me -OR-

— proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

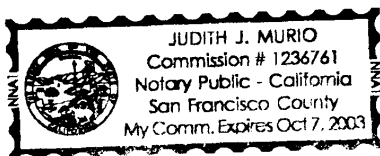
Barbara R. Turner

SIGNATURE OF THE NOTARY

[Notarial Seal]

STATE OF CALIFORNIA)
) S.S.
COUNTY OF SAN FRANCISCO)

On ~~October 12, 2000~~ ^{March 21, 2001}, before me, Judith J. Murio, personally appeared Dean Cash, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal.

Judith J. Murio

SIGNATURE OF THE NOTARY

[Notarial Seal]

(This Notarial Certificate is attached to
Partial Termination of Locomotive Lease
Dated as of July 14, 2000)